money judgment, it is not within the exceptions of the bankruptcy act of 1898, and will be discharged. See *Fite* v. *Fite*, 61 S. W. 26. The discharge in bankruptcy relied upon in this case was obtained before the amendment of the bankruptcy act in 1903, which added to sub-division 2 of section 17, a provision excepting claims for "debts for alimony due, or to become due, or for maintenance or support of wife or child."

BANKS AND BANKING—TRUST FUNDS—MISAPPROPRIATION—SUBROGATION.—One Vansant, as clerk of the Court of Common Pleas, of Baltimore, deposited state funds in the defendant bank. The bank paid interest on this money to the extent of $3774.70 to the individual account of Vansant. Upon the failure of Vansant to account for and pay over this interest, the state sued his surety. It was held in that action, *Vansant* v. *State*, 96 Md. 110, 53 Atl. 711, that the interest as well as the principal was held in trust for the state, that the failure to account for and pay it over was a breach of trust, and judgment was rendered against the surety. The surety paid the judgment, and brings this action to recover back the amount so paid. *Held*, That the bank was liable. That it had participated in the misappropriation of state funds, and would have been liable to the state in the first instance; therefore, the surety having satisfied the demands of the state, was entitled to be subrogated to its rights against the bank. *American Bonding Co.* v. *Nat. Mechanics Bank* (1903), — Md. — 55 Atl. Rep. 395.

While the weight of authority is probably with the present holding as to the liability of those who participate in the misappropriation of trust funds, MORSE ON BANKS AND BANKING, Art. 317 and cases cited, *Duckett* v. *Mechanics Bank*, 86 Md. 403, 63 Am. St. Rep. 513 and note, 38 Atl. 984, *Shepard* v. *Meridian Nat. Bank*, 149 Ind. 532, 48 N. E. 346, and also as to the surety's right of subrogation, *Bunting* v. *Ricks*, 2 Dev. & Bat. Eq. (N. C.) 130, *Blake* v. *Traders' Nat. Bank*, 145 Mass. 13, 12 N. E. 414, *City of Keokuk* v. *Love*, 31 Iowa 119, 123, yet the case presents an interesting aspect from the fact that the defense interposed was a custom among banks to pay interest on state funds, deposited by clerks of court, to the individual in office, and from the decided holding by the court that such defense was insufficient.

CONTRACTS—AGREEMENT FOR ADVERTISING IN STREET CARS—BREACH WHILE EXECUTORY—MEASURE OF DAMAGES.—Plaintiffs contracted to place in certain street railway cars the advertising of defendant from June 19, 1900 up to and including July 10, 1901. The contract provided that "non-use of space from advertiser's act or omission was the advertiser's loss." Two months and a half after entering into the contract the defendant ordered its cards removed from all cars and considered the contract terminated. The plaintiff however, continued to display the defendant's cards and at the end of the time set in the contract sued for compensation for the whole time, in accordance with the terms of the contract. The lower court gave judgment for the whole amount and defendant appealed. *Held*, that the judgment be reversed. *Ward, et al.* v. *American Health Food Co.* (1903), — Wis. —, 96 N. W. Rep. 388.

The question in this case is as to the nature of the contract, the plaintiff claiming it to be a sub-lease. The court, however, held it to be a contract for personal services only,—hence as to the time after notice of termination was given by the defendant, wholly executory; that therefore the plaintiff could only recover the amount due before this time in this action on the contract, and as to damages must be governed by the rules providing for reducing the loss in case of breach of contract for personal services. The question